

This instrument was prepared by

**MERCHANTS & PLANTERS BANK**  
P.O. Box 240, Montevallo, Alabama 35115

**Mitchell A. Spears**  
Attorney at Law  
P.O. Box 119  
Montevallo AL 35115

**STATE OF ALABAMA**  
**COUNTY OF SHELBY**

KNOW ALL MEN BY THESE PRESENTS: That this mortgage made and entered into on the day the same bears date by and between Robert E. Butterworth and wife, Carole M. Butterworth (hereinafter called "Mortgagors," whether one or more) and **MERCHANTS & PLANTERS BANK**, Montevallo, Alabama, a corporation (hereinafter called "Mortgagors"), WITNESSETH:

Whereas, Mortgagors are justly indebted to Mortgagors in the sum of **TWENTY FOUR THOUSAND and 00/100** 1996-26015  
----- Dollars  
(\$ 24,000.00\*\*\*\*\*), evidenced by promissory note bearing even date with this instrument, and due and payable in accordance with the terms of said note; and,

Whereas, Mortgagors agreed, in incurring said indebtedness, that this mortgage should be given to secure the prompt payment thereof, as well as any extensions or renewals of said indebtedness or any part or portion thereof; and,

Whereas, Mortgagors may be or hereafter become further indebted to Mortgagors as may be evidenced by promissory note or notes or otherwise, and it is the intent of the parties hereto that this mortgage shall secure any and all indebtedness of Mortgagors to Mortgagors, whether now existing or hereafter arising, due or to become due, absolute or contingent, liquidated or unliquidated, direct or indirect, and this mortgage is to secure not only the indebtedness evidenced by the note hereinabove specifically referred to, but any and all other debts, obligations or liabilities of Mortgagors to Mortgagors, now existing or hereafter arising, and any and all extensions or renewals of same, or any part thereof, whether evidenced by note, open account, endorsement, guaranty, pledge or otherwise.

NOW, THEREFORE, in consideration of the premises, said Mortgagors, and all others executing this mortgage, do hereby grant, bargain, sell and convey unto the Mortgagors the following described real estate, together with all improvements thereon and appurtenances thereto, situated in **SHELBY** County, State of Alabama, to wit:

A parcel of land in the NW 1/4 of the NE 1/4 of Section 7, Township 22 South, Range 2 West, Shelby County, Alabama, described as follows:  
Commence at the NE corner of Section 7, Township 22 South, Range 2 West, and run South along the East line of said Section, 1321.96 feet; thence turn 91 deg. 38 min. 30 sec. right and run 2040.58 feet to the point of beginning; thence continue along last described course 279.27 feet; thence turn 54 deg. 42 min. 37 sec. right and run 388.94 feet to the Southeast right of way line of Shelby County Highway No. 12; thence turn 90 deg. 53 min. 05 sec. right and run along said right of way 236.42 feet; thence turn 90 deg. right and run 546.69 feet to the point of beginning; being situated in Shelby County, Alabama.

Inst # 1996-26015

08/12/1996-26015  
10:26 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 47.00

THIS IS A PURCHASE MONEY FIRST MORTGAGE.

To Have And To Hold the above granted property unto the said Mortgagors, Mortgagor's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness and any other indebtedness or indebtednesses secured by this mortgage, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagors, may at Mortgagor's option pay off the same; and to further secure said indebtedness and any other indebtedness or indebtednesses secured by this mortgage, undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagors, with loss, if any, payable to said Mortgagors, as Mortgagor's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagors; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagors, then the said Mortgagors, or assigns, may at Mortgagor's option insure said property for said sum, for Mortgagor's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagors for taxes, assessments or insurance, shall become a debt to said Mortgagors or assigns, additional to the debt hereby specially secured and any other indebtedness or indebtednesses secured by this mortgage, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagors, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagors pay said promissory note and any renewals or extensions thereof, and pay all other indebtedness or indebtednesses secured by this mortgage, as hereinabove generally referred to, and if said Mortgagors reimburse said Mortgagors or assigns for any amounts Mortgagor may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagors or assigns, or should said indebtedness evidenced by said promissory note or any other indebtedness or indebtednesses hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagors or assigns in said property become endangered by reason of the enforcement of any prior lien or encumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagors, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagors, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other encumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagors and undersigned further agree that said Mortgagors, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagors or assigns, for the foreclosure of this mortgage by Court action, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF, the undersigned Mortgagors Robert E. Butterworth and wife, Carole M. Butterworth

have hereunto set their signature & and seal, this 2<sup>nd</sup> day of August, 1996

Robert E. Butterworth

Carole M. Butterworth

(SEAL)

(SEAL)

(SEAL)

(SEAL)

THE STATE of ALABAMA

SHELBY

COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Robert E. Butterworth and wife, Carole M. Butterworth

whose names are signed to the foregoing conveyance, and who are known to me acknowledged before me on this day, that being informed of the contents of the conveyance they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 2<sup>nd</sup> day of August, 1996

Notary Public

THE STATE of

COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that

whose name as of a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that, being informed of the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and official seal, this the day of

19

Notary Public

Return to:

MERCHANTS & PLANTERS BANK

P.O. Box 240  
Montevallo, Alabama 35115

MORTGAGE

Inst # 1996-26015

08/12/1996-26015  
10:26 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 47.00